

**STATE OF IDAHO
DEPARTMENT OF LANDS
REQUEST FOR QUOTATIONS**

BUD CAPPING

Contract 10-218-410154

SOLICITATIONS CLOSE 3 PM MST on August 13, 2010

The purpose of this Request for Quotations (RFQ) package is to solicit sealed quotes for the efficient completion of the tree bud capping work outlined in the attached project description and contract document.

INSTRUCTIONS:

The right is reserved to accept or reject quotations on each item separately or as a whole. All price quotes will be entered on the attached Schedule A. The Schedule A is signed and returned to the address listed below. Responders may quote on any or all of the projects listed.

Sealed RFQ's must be received by the Idaho Department of Lands at 300 N 6th St Suite 103, Boise, Idaho, 83702 by 3:00 PM M.S.T. August 13, 2010. The Department of Lands is not responsible for lost or undelivered RFQ's or for failure of the United States Postal Service or the Idaho State Capital Mall Central Mail Room to deliver RFQ's to the Idaho Department of Lands by the RFQ closing deadline. **Late RFQ's will not be accepted. Fax RFQ's will not be accepted.**

Delivery Address:

Idaho Department of Lands
ATTN: Tony Pirc
300 N. 6th St Suite 103
Boise, ID 83702

RFQ's are to be mailed in a sealed envelope and are to be marked in the lower left hand corner with the following information:

| | |
|-----------------|------------------------------------|
| Sealed RFQ For: | 10-218-410154 Bud Capping Contract |
| RFQ Close: | August 13, 2010 at 3 P.M. M.S.T. |

A RFQ submitted using "Express/Overnight" services must be shipped in a separate sealed inner envelope identified as stated above and enclosed inside the "Express/Overnight" shipping envelope.

QUESTIONS

Questions pertaining to RFQ specifications may be submitted by phone or email to Tom Flee at tflee@idl.idaho.gov 208-666-8615 or to the Area contact listed in the project descriptions.

SCHEDULE A
CONTRACT NO. 10-218-410154
BUD CAPPING CONTRACT

| SUPERVISORY AREA | PROJECT NAME AND NUMBER | APPROXIMATE NUMBER OF ACRES | PRICE PER ACRE | TOTAL EXTENDED AMOUNT |
|--|---|-----------------------------------|----------------|-----------------------|
| Ponderosa Contract No.10-218-410154 | Ponderosa Bud Capping 10 FM# 41-154-170-10 | 108 | \$ | \$ |

Any additional work required under this contract but not scheduled will be performed at the rates shown herein. An approved and signed contract modification will be required prior to the starting of additional work.

In the case of math errors, the **PRICE PER ACRE** will be correctly extended and the corrected **TOTAL EXTENDED AMOUNT** will be the basis for award.

NOTE: The quantities of work to be done under this contract as set forth in Schedule A have been estimated and may not be accurate in any or all particulars. They are only for the purpose of comparing on a uniform basis the quotes offered for the work under this contract. The Contractor understands and agrees that these are estimates only and that the State shall not be responsible for any claim of profits, loss of profit or for damages because no work is ordered under certain items or because of a difference between the estimated quantities of work to be done and the actual quantities ordered by the State.

What is your State of domicile? _____

Do you carry workers compensation insurance? _____

Company Name _____

Contractor's Email _____

Contractor's Name _____

Contractor's Phone _____

Mailing Address _____

Taxpayer ID # _____

Contractors Signature _____

Signed by _____

Title _____

Please Print Name

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IDAHO DEPARTMENT OF LANDS

STANDARD INFORMATION

ADDENDA

It will be the respondent's responsibility to check for any addenda prior to submitting a quotation. In the event it becomes necessary to revise any part of the solicitation documents, addenda will be made available. Information given to a respondent will be available to all other respondents if such information is necessary for purposes of submitting a quotation or if failure to give such information would be prejudicial to uninformed respondents.

BURDEN OF PROOF

ANY VARIATIONS of brand names or deviations from the specifications MUST BE CLEARLY STATED. It shall be the responsibility and burden of the submitting vendor to furnish the State WITH ITS ORIGINAL SUBMISSION sufficient data to determine if the goods or services offered conform to the specifications.

ORAL INFORMATION

The State will not be responsible for any verbal or oral information regarding a quote.

DISQUALIFICATION AND AWARD INFORMATION

The state reserves the right to make reasonable inquiry to determine the responsibility of a contractor. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful contractors must show to the satisfaction of the Idaho Department of Lands that they have sufficient equipment and work crews to complete the work contracted by the time specified. The unreasonable failure of a contractor to promptly supply information in connection with such a request is reason for disqualification. Except as otherwise provided by law, information furnished by the contractor pursuant to this provision may not be disclosed outside the Idaho Department of Lands without prior written consent of the Contractor. Disqualification of a high ranking contractor may be pursued when their reputation, experience or references are such as to create a doubt about satisfactory job completion or if the price quotes are considerably below Department estimates and the other quotes. The purchasing agent will contact the contractor and request that they disqualify themselves by withdrawing in writing. If the contractor refuses to withdraw, the purchasing agent may notify the contractor in writing or email that the Department will not offer the contractor a contract and proceed with an award to the next responsible contractor.

PARTNERSHIPS

Contractors responding as partners must furnish the Idaho Department of Lands the name of the partnership, names of the partners, and the partnership's federal taxpayer ID number. All payments will be made to the partnership.

INTERNAL REVENUE SERVICES REPORTING REQUIREMENT

IRS rules and regulations require employers to submit a miscellaneous income form (IRS form 1099) for all contractual persons who receive \$600 or more in a calendar year. Incorporated firms are exempt from this reporting requirement. The contractor's taxpayer identification number (Social Security or employer number) must be listed on the signature page of the contract.

PUBLIC RECORDS

The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST (there are exceptions), OF THE INFORMATION CONTAINED IN YOUR RESPONSE TO THE STATE'S SOLICITATION WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.

WORKERS COMPENSATION INSURANCE

All persons working for the State under any contract of hire, expressed or implied, must be covered by worker's compensation insurance. (Reference Title 72, Idaho Code).

Contractors may not sign an affidavit or waiver of any kind declaring themselves exempt from coverage.

Any contractor who hires employees to accomplish the contracted work must provide a certificate of worker's compensation insurance.

The Department of Lands may pay worker's compensation insurance premiums on behalf of the contractor if the contractor has no employees and, except for the provisions in this contract, is not otherwise required to carry worker's compensation insurance. The contractor must indicate they do not carry worker's compensation by checking the appropriate statement on the response form. The cost of the premium will be tallied in the quote evaluation so that a contractor paying worker's compensation premiums is not penalized. In no event will the premium be paid to the contractor.

Example: Contractor #1 quote total = \$8,000.00
Contractor does not provide worker's compensation

Contractor #2 quote total = \$9,000.00
Contractor provides worker's compensation

The following procedure will be used to evaluate the quote without worker's compensation.

(EXAMPLE – ALL RATES ARE EXAMPLES ONLY)

Quote times applicable worker's compensation rate times current Department of Lands' percentage reduction rate added to quote.

| | | | | |
|----------------------|----------------------------|---|-----------------------|---------------------|
| <u>Contractor #1</u> | <u>Worker's Class Rate</u> | | <u>Reduction Rate</u> | <u>Premium Amt.</u> |
| \$8,000.00 | x rate \$31.00 per/100 | x | 67.5 | = \$1,674.00 |
| | | | Plus quote amount | +8,000.00 |
| | | | Total quote price | \$9,674.00 |

Contractor #2 would be the successful respondent and furnish a certificate to the Idaho Department. of Lands

PREFERENCES

Section 67-2349, Idaho Code, requires application of a preference in determining which contractor submitted the lowest responsible quote. If the contractor who submitted the lowest quote is domiciled in a state which has a preference law that penalizes Idaho domiciled contractors, then the State must apply a preference. The penalty applied to out-of-state contractors competing against Idaho contractors is determined by the penalty applied by the contractor's domiciliary state to its out-of-state contractors.

In determining domicile, the following "rule of thumb" will be used: Corporations – the state in which the corporation is chartered or incorporated; Sole proprietor or partnership – the state in which the permanent headquarters of the business is located.

A contractor domiciled outside the boundaries of the state of Idaho may be considered as an Idaho domiciled contractor provided that there exists for a period of one year preceding the date of the quote a significant Idaho economic presence as defined herein. A significant Idaho economic presence shall consist of the following: (a) That the contractor maintain in Idaho fully staffed offices, or fully staffed sales offices or divisions, or fully staffed sales outlets, or manufacturing facilities, or warehouses or other necessary related property; and (b) if a corporation, that it be registered and licensed to do business in the state of Idaho with the office of the secretary of state.

REJECTION OF QUOTES AND CANCELLATION OF QUOTE SOLICITATION

Prior to the issuance of a contract, the State shall have the right to accept or reject all or any part of a quote when: (i) it is in the best interests of the State of Idaho; (ii) the quote does not meet the minimum quote specifications; (iii) the quote is not the lowest responsible quote; (iv) a finding is made based upon available evidence that a respondent is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (v) the item offered deviates to a major

degree from the quote specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the quote requirements of the State of Idaho). Deviations will be considered major when such deviations appear to frustrate the competitive solicitation process or provide a respondent an unfair advantage. Prior to the issuance of a contract, the State shall have the right to reject all quotations or to cancel a solicitation or request for quotations. Cancellation may be for reasons that include but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) property is no longer required; (iv) there is a change in requirements; (v) all quotes are deemed unreasonable or sufficient funds are not available; (vi) quotes were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the state of Idaho.

AWARD PROCEDURES

For contracts with a total solicitation value of \$75,000 or less, the State will email a contract award to the successful respondent(s) within five (5) working days following the solicitation closure date.

For contracts with a total solicitation value of more than \$75,000, the State will notify all respondents within five (5) working days following the solicitation closure, by mail and/or email, of its intent to award a contract and the party(ies) to whom the contract will be awarded. After elapse of the five (5) day appeal period set forth in Idaho Code (see Administrative Appeals below), and there being no appeals received, the State will award a contract to the successful respondent(s).

Respondents to whom a contract has been awarded will have fourteen (14) calendar days from the mailing date of the award notice to return to the State a signed copy of the contract along with the required bonding and certificates of insurance. If the State does not receive such documents within the specified time period, the State may declare, at its sole discretion, that all respondent's rights to the contract are forfeited, and the State may proceed without further delay or notice to award the contract to the next low respondent.

ADMINISTRATIVE APPEALS

The law the State follows in administrative appeals is set forth at Section 67-5733, Idaho Code.

STATE OF IDAHO
DEPARTMENT OF LANDS



BUD CAPPING

CONTRACT NO. 10-218-410154

STATE OF IDAHO
DEPARTMENT OF LANDS
BUD CAPPING CONTRACT
CONTRACT NO. 10-218-410154

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**STATE OF IDAHO
DEPARTMENT OF LANDS**

**BUD CAPPING CONTRACT
CONTRACT NO. 10-218-410154**

DIVISION A – GENERAL

1. DEFINITIONS AND TERMS

- a. Attachments: The attached project descriptions, maps, and other labeled references are a part of this contract and any special terms therein are binding upon all parties.
- b. State or Idaho Department of Lands (IDL): Acceptable and legal reference to the Idaho Department of Lands for the purposes of this contract.
- c. Contract Supervisor: The designated Department of Lands representative who will provide on-the-ground administration of the contract and attached described project work.
- d. Contractor's Representative: The Contractor's representative, authorized in writing to act on the Contractor's behalf and to be present on the area at nearly all times. This person must be able to speak English fluently for satisfactory communication with the Contract Supervisor.
- e. Purchasing Agent: The Contracting Officer for the Idaho Department of Lands.
- f. Unit: A distinct area designated on the ground with specified boundaries. The units, for purposes of this contract, are shown on the project maps.
- g. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services.
- h. Crew: May be one or more individuals performing work under this contract.

2. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this contract.

3. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

4. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent

performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

5. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No other wise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this contract. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

6. WORKMAN'S COMPENSATION INSURANCE

The Contractor will maintain and pay for any applicable workman's compensation insurance and will provide a certificate of same. If the Contractor does not have employees and is not otherwise required to carry workman's compensation insurance under the laws of the State of Idaho, the Idaho Department of Lands will furnish workman's compensation insurance for work done under this contract unless otherwise specified in the contract. The cost to the Idaho Department of Lands for furnishing such workman's compensation insurance will be added to the Contractor's quote price for purposes of evaluation only. In no event will said amount be paid to the Contractor.

7. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

8. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

9. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

10. AFFIDAVIT OF COMPLIANCE

The Contractor, upon completion of the project work, must furnish the Idaho Department of Lands with a notarized affidavit stating that:

- a. At least the minimum Idaho wage was paid.
- b. There was compliance with all labor laws.
- c. All debts incurred as a result of this contract were paid.
- d. Any further claims against the State of Idaho under this contract are relinquished, pending payment for services rendered.

11. SAVE HARMLESS

Contractor shall indemnify and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

12. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

13. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this contract. If installation is requested by the State or specified in the State's project documents, pricing shall include all charges associated with a complete installation at the location specified.

14. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.

15. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive quotations. (Idaho Code Section 67-5726(1)).

16. GOVERNMENT REGULATIONS

- a. The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho including the Forest Practices Act (Title 38, Chapters 1 and 13, Idaho Code), counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.
- b. Contractor guarantees that all items meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

17. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.
- b. All chemicals, equipment, and materials proposed and/or used in the performance of this contract must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Contractor must furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

18. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

19. CONTRACT TERMINATION

- a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances. Termination by the State for cause may result in forfeiture of Contractor's bond.
 - (1) Failure of the Contractor to perform any of the provisions of this contract.
 - (2) Failure of the Contractor to correct unsatisfactory performance or work immediately after it has been brought to his attention.
 - (3) Failure of the Contractor to make satisfactory progress in order to be able to complete the work within the contract period.
 - (4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination.
- b. Upon termination, the Contractor shall:
 - (1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.
 - (2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.
 - (3) Deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.
- c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any unsatisfactory work.
- d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work as stated by this contract.
- e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

20. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after

notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

21. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

22. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho.

23. ENTIRE AGREEMENT

This contract, with the State's Invitation to Request for Proposal, or Request for Quotation, including any addenda (such deemed incorporated by reference) and the vendor's response, to the extent it is not in conflict with the specifications or the States terms and conditions (such document deemed incorporated by reference), constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, or quotations, both oral and written, discussions, representations, commitments, and all other communications between the parties. Where terms and conditions specified in the State's documents or the Contractor's response differ from those specifically stated in this contract, the terms and conditions of this contract shall apply.

24. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

25. PERFORMANCE BONDS

To guarantee full and faithful compliance with the terms and conditions of the contract, a performance bond in the amount of ten percent (10%) of the total contract price will be required on all contracts with a total contract value of \$10,000 or more. The performance bond will be held until all project work has been satisfactorily completed and the affidavit of compliance has been received.

The performance bond will be in the form of cash, by certified check, or money order made payable to the Treasurer, State of Idaho. The performance bond must be submitted to the State prior to the execution of the contract by the Idaho Department of Lands. In lieu of a cash bond, contractors may submit a Certificate of Deposit or Letter of Credit in a form that is acceptable to the State. Such documents will be subject to approval by the Idaho Department of Lands prior to the execution of the contract.

26. TRASH CLEANUP

The Contractor shall be responsible for picking up and properly disposing of all trash generated as a result of this contract at the end of each day. This includes any camps made by Contractor personnel. Cleanup shall be done to the satisfaction of the Contract Supervisor and covered by the Contractor's performance bond.

27. CAMPING ON STATE LAND

Contractor personnel may, with written approval from the Idaho Department of Lands, camp during the contract period on State land. Such camping will be at the Contractor's own risk. Any camps will be made according to conditions set forth by the Idaho Department of Lands Supervisory Area and be in compliance with State Land Board rules and regulations for fire prevention.

28. FIRE PREVENTION RESPONSIBILITIES

- a. The Contractor will adhere to the State Land Board rules and regulations which set forth fire prevention safety precautions for woods operations. Such rules and regulations are available at any Idaho Department of Lands office. These rules and regulations will be outlined during the pre-work conference with the Contractor.
- b. The Contractor shall not build any open fires at any time of the year on the Contract area without first obtaining written permission from the State.
- c. Fire spreading through the contract area which is a result of the Contractor's operation or employees' actions shall be the liability of the Contractor.

29. ITEMS TO BE FURNISHED BY THE CONTRACTOR

Contractor will furnish all labor, equipment, supervision, transportation, work bags, and incidentals necessary to install bud caps furnished by the Idaho Department of Lands on the project areas. The Contractor will designate an English-speaking Contractor Representative on each project who has the authority to act for the Contractor at all times.

The Contractor will also provide all bilingual (English and the principal language of the crew members) supervisory personnel as specified below:

1 - 6 Crewmen = 1 Capping Crew Supervisor
7 - 11 Crewmen = 2 Capping Crew Supervisors
12 or more Crewmen = 1 Noncapping Crew Supervisor and
2 Capping Crew Supervisors

Crew members will work within reasonable proximity to one another as they work through the unit(s). Individual crew members should not be separated from the rest of the crew by more than 5 tree spacings whenever possible.

30. CONTRACT PERIOD

This contract will become effective once signed by all parties. Approximate starting and completion dates are listed in the attached project description(s). The Idaho Department of Lands will provide at least three (3) days advance written notice to the Contractor giving both the starting date and time of day when bud capping is to commence. The Contractor shall provide written confirmation (overnight mail, hand delivery, FAX) to the appropriate Idaho Department of Lands Area Office within two (2) days of the starting date-acknowledging the agreed upon starting date and time for each project.

The contract will terminate upon completion and inspection of all contracted projects unless terminated earlier by the State under any of the provisions of Division A, paragraph 19.a (1)-(4).

31. PROJECT SCHEDULE

The project will be started at the date and time agreed to by the Contractor after a pre-work conference with the Contract Supervisor. Project units shall be completed in the order designated by the Contract Supervisor. Operations on any unit shall not begin until operations on the preceding unit are completed or until authorization is given by the Contract Supervisor on site.

Failure of the Contractor to arrive at the project site with an adequate crew at the agreed upon time shall result in the Contractor being assessed damages for State administrative time. The rate of collection of damages incurred will be calculated based on the hourly wages, including overhead costs, of all administrative personnel the State has on site. The Contractor will be charged this rate for each minute the Contractor is late beginning after fifteen (15) minutes. If the Contractor has not arrived at the site within an hour of the scheduled time, State personnel will leave the site and the Contractor will be charged for two (2) hours of State administrative time, plus the Department of Lands vehicle mileage rate to and from the supervisory area office for each Department of Lands vehicle used as damages incurred by the State. Damages shall be deducted either from the Contractor's payment for bud capping services and/or performance bond.

32. PERFORMANCE OF THE CONTRACTOR

Failure of the Contractor to commence operations as mutually agreed upon by the Contractor and the State, to maintain the required production rate, to complete operations as prescribed herein, or failure to meet other terms of the contract, shall give the Idaho Department of Lands the right to cancel the contract as provided for in Division A, paragraph 19.a.(1)-(3). Such cancellation shall not affect any rights of the State of Idaho for recovery of damages from any payment for services due Contractor or from the bond hereinbefore provided for in any action at law or in equity.

33. CANCELLATION FOR POOR PERFORMANCE

Failure of the Contractor to complete this contract satisfactorily will result in a collection of damages by the deduction of the quote rate for each uncapped tree from the amount due the Contractor for services rendered under this contract. Additional collection of damages may apply.

34. INSPECTIONS AND PAYMENT

Inspection reports will be furnished to the Contractor by the Contract Supervisor so that any deficiencies may be corrected as the project progresses.

Payment schedules are specified in each attached project description. Payment to be made at the rate(s) set forth in Schedule A attached hereto.

DIVISION B - TECHNICAL SPECIFICATIONS

1. LOCATIONS AND ACREAGE DETERMINATIONS

- a. A project map showing the bud capping unit(s) is attached to each project description and is a part of this contract. Net acreage(s) as indicated in the project description(s) were measured in the horizontal plane.
- b. Project boundaries are clearly marked with flagging and/or paint.
- c. Any disputes on project acreage(s) by the Contractor must be submitted to the State in writing during the contract period. The State will traverse the unit(s) or project(s) in question. If the traversed acreage is within 105 percent of the contract acreage, the Contractor will pay for the cost of the traverse. If the traversed acreage exceeds 105 percent of the contract acreage, the Contractor will be paid on the basis of the traversed acreage, and there will be no charge for the traverse.

2. SPECIFICATIONS FOR BUD CAP INSTALLATION

Bud caps will be installed as indicated in the project description.

- a. All trees designated in the project description will have a bud cap (protection cap) installed. Specifications for securing the bud cap to the seedling are as included in the project description and as specified by the Contract Supervisor. Care shall be taken not to damage the terminal or the lateral buds and the seedling as the bud cap is placed over or fastened to the seedling. A tree with skinned bark, broken leader, bud damage or any other type of damage to the seedling as a result of bud cap installation will be considered unsatisfactory.
- b. Bud caps will be installed so as to allow the terminal leader to stand erect and free to grow within the bud cap. Bud caps improperly installed where the seedling terminal leaders are not erect and free to grow within the bud cap will be considered unsatisfactory.

3. PAYMENT FOR BUD CAP INSTALLATION & ADJUSTMENT FOR BELOW-STANDARD WORK

Contractor must bud cap a minimum of ninety-five percent (95%) of designated trees to be eligible for payment. Units, or portions thereof, shall be reworked until the minimum percentage of bud capped trees is attained.

- a. Bud caps will be considered unacceptable if installed in an unsatisfactory manner as per Division B, paragraph 2.a. Minimum satisfactory capping compliance for payment will be determined by the following procedures for each unit:

$$\text{Percent Satisfactory} = \frac{\text{Acceptably Bud Capped Trees Checked}}{\text{Total Bud Capped Trees Checked}} \times 100$$

- b. The installation quote rate for below standard installation will be reduced as per the following:

- (1) If the percent satisfactory is less than ninety-five percent (95%), the Contractors payment will be reduced by five percent (5%) for each one percent (1%) outside standards for the number of bud caps installed within the identified unit as compensation for damages incurred to the state.

* $\text{Percent Reduction} = (95\% - \% \text{ satisfactory}) \times 5$

- (2) If the percent satisfactory falls below eighty-five percent (85%), there will be no payment for the installation unless the unit is reworked with acceptable installation up to contract specifications. Such installation will be at the option of the Idaho Department of Lands.

* All percentages will be rounded to the nearest whole percent.

Payment numbers shall be based on plot samples by the State as per Division A, paragraph 34. Payment will be made when all required contract work associated with each payment unit is complete as per Division B of the master contract.

IN WITNESS WHEREOF, the parties have caused this contract to be executed
effective this _____ day of _____, 20____, in Boise, Idaho.

IDAHO DEPARTMENT OF LANDS

CONTRACTOR

By_____

By_____

Date _____

Date _____

Contractor's Social Security
or Employer Number

Taxpayer ID# (TIN)

Contractor's Phone/Contact No.

email if available

Attachments:

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Contract NO. 10-218-410154
PROJECT DESCRIPTION

SUPERVISORY AREA: Ponderosa

PROJECT NAME: Ponderosa 2010 Bud Capping

PROJECT NUMBER: FM# 41-154-170-10

PROJECT ACRES: 108

PROJECT LOCATION: Unit 1 is located approximately ten (10) miles southeast of Elk River, Idaho in the Bishop Creek drainage.

Unit 2 is located approximately eleven (11) miles southeast of Elk River, Idaho in the Bishop Creek drainage.

| <u>Subdivision</u> | <u>Section</u> | <u>Township</u> | <u>Range</u> | <u>Acres</u> |
|---|----------------|-----------------|--------------|--------------|
| Pts. N2SW, Pts. SESW, Pts. NWSE, Pts. S2SE | 36 | 39N | 3E | 51 |
| SWNWNE, W2SWNE, Pts. E2NW, Pts. Lots 3 & 4, Pts. NESW | 31 | 39N | 4E | 57 |

AREA HISTORY:

Unit 1: The Bishop unit was first harvested in 1993, with an additional entry in 1994. Portions of the unit were planted in 1991, 1992, 1994 and 1996. The plantations have had difficulty establishing due to brush competition and heavy browsing. There has been no recent site preparation in the unit. A dense sod layer and light to medium slash remain on site. The average slope is 40%. The unit was last planted in the spring of 2007 with approximately 34,000 ponderosa pine at a density of 680 trees per acre. Pronone herbicide was applied to these seedlings to reduce grass competition. Approximately 8,100 seedlings in the unit were bud capped in the fall of 2008, and approximately 6,500 were capped in 2009.

Unit 2: This unit was harvested under the Lower Bishop Timber Sale in 2007. In the fall of 2008 a controlled burn was completed, leaving light slash concentrations scattered within the unit. The average slope is 42%. The unit was planted in the spring of 2009 with 30,500 Douglas-fir,

western larch, and ponderosa pine. These seedlings were bud capped in fall 2009.

TREATMENT TYPE:

The objective of this project is to protect seedlings from browse damage through the application of paper bud caps.

Bud Cap Installation: Self Adhesive rolls of paper bud caps impregnated with Plantskydd big game repellent will be utilized. Bud caps will be supplied by the State. Where present, existing bud caps will be removed from seedlings and replaced with new bud caps. All bud caps shall be fastened to seedlings as directed by the Contract Supervisor. The bud cap will be installed so that the terminal bud is located approximately 1 inch below the top of the cap. Seedlings damaged as a result of installing the bud cap will be considered unsatisfactory.

Trees To Be Capped: All western white pine, ponderosa pine, and Douglas-fir in Unit 1, and all Douglas-fir, western larch and ponderosa pine in Unit 2, in the following estimated quantities will have bud caps installed as directed by the Contract Supervisor.

| Unit # | | Total Trees (M) | | Approximate Trees/Acre |
|--------|--|-----------------------|--|---------------------------|
| 1 | | 6.5 | | 127 |
| 2 | | 30.5 | | 535 |
| Total: | | 37 | | |

CONTRACT PERIOD:

The contract will commence once the Contractor has received a signed copy of the contract, and has had a pre-work conference with the Contract Supervisor. The contract will expire December 1, 2010.

ANTICIPATED STARTING DATE and ESTIMATED TIME FOR COMPLETION:

The anticipated starting date will be September 1, 2010 depending on accessibility and ground conditions. Work must be completed by October 31, 2010. The Contractor will be required to cover an average of 25 acres per day, excluding Sundays, holidays, and partial days caused by moving from unit to unit.

If the project is shut down during a portion of the day due to adverse weather conditions, the Contractor is expected to adjust his working time to maintain at least 75 percent of his required daily production.

Access: Access to the units is by rocky country road or dirt secondary road. Dirt roads are very slick when wet, and the use of ATV's or walking into the unit may be necessary.

Distribution Site: The State will deliver bud caps to a delivery site on each unit.

Tool Specifications: The contractor must provide any bags, backpacks or belts to carry sufficient quantities of bud caps for installation.

INSPECTION AND COMPLIANCE:

1. Sampling Method: Acceptably capped trees will be determined by no less than 2 randomly spaced $1/100^{\text{th}}$ (11.78' radius) or $1/50^{\text{th}}$ (16.65' radius) acre plots per acre. Trees will be examined for damage from handling and proper placement of bud caps on seedlings.
2. Dropped bud caps on an inspection plot will be tallied as unacceptable and will be included in the number of unsatisfactorily capped trees.

CONTRACT PAYMENT:

Payment for this project will be on a per acre basis. Payment will be made after acceptable completion of all units at the rate(s) set forth in Schedule A attached hereto.

FURTHER INFORMATION:

Information will be made available by contacting the following address:

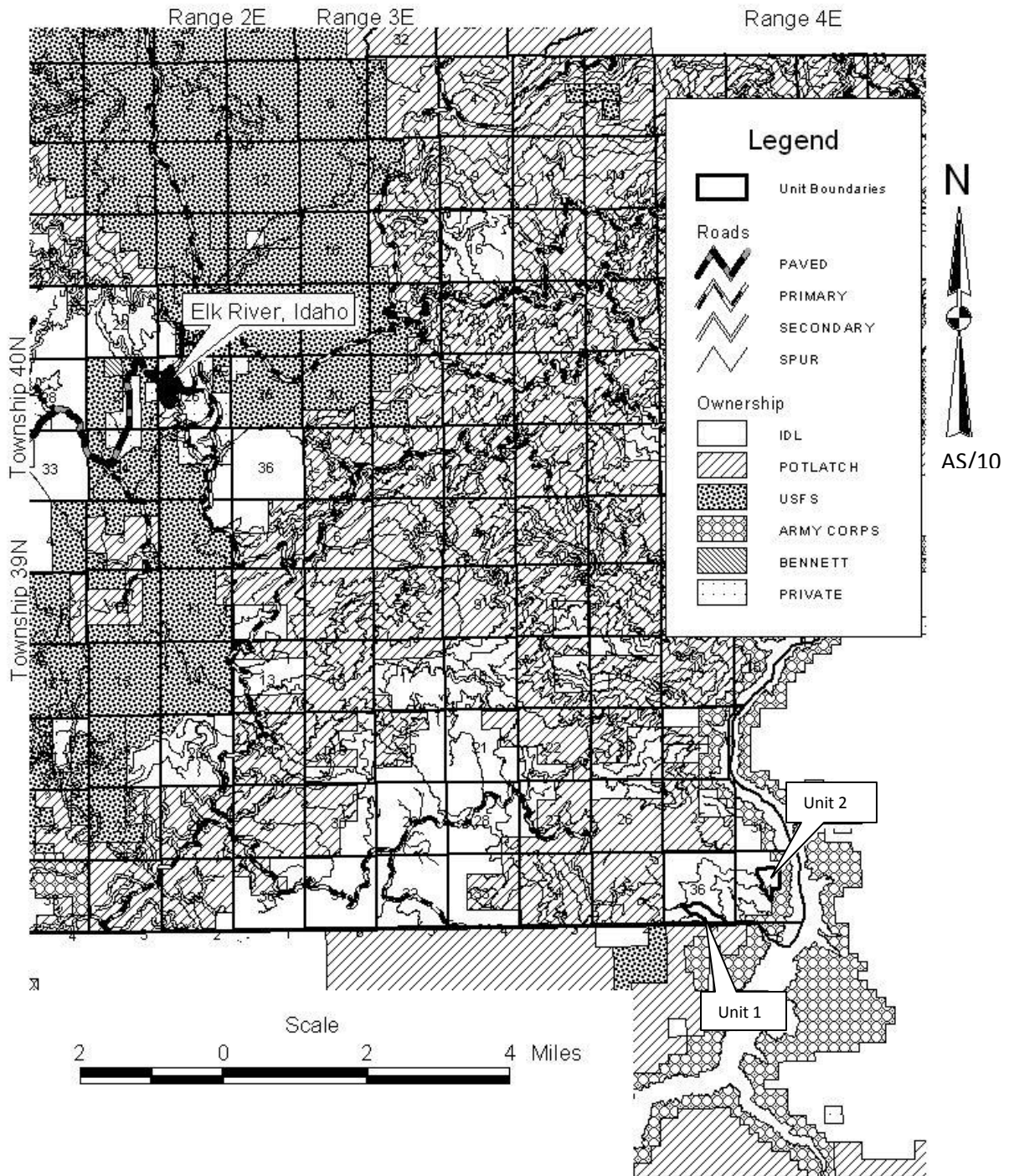
Idaho Department of Lands
3130 Highway 3
Deary, ID 83823
Phone: (208) 877-1121
Fax: (208) 877-1122
Contact:
Alisa D. Schotzko

Ponderosa Bud Capping 2010

Contract # 10-218-410154

FM # 41-154-170-10

Vicinity Map



Ponderosa Bud Capping 2010

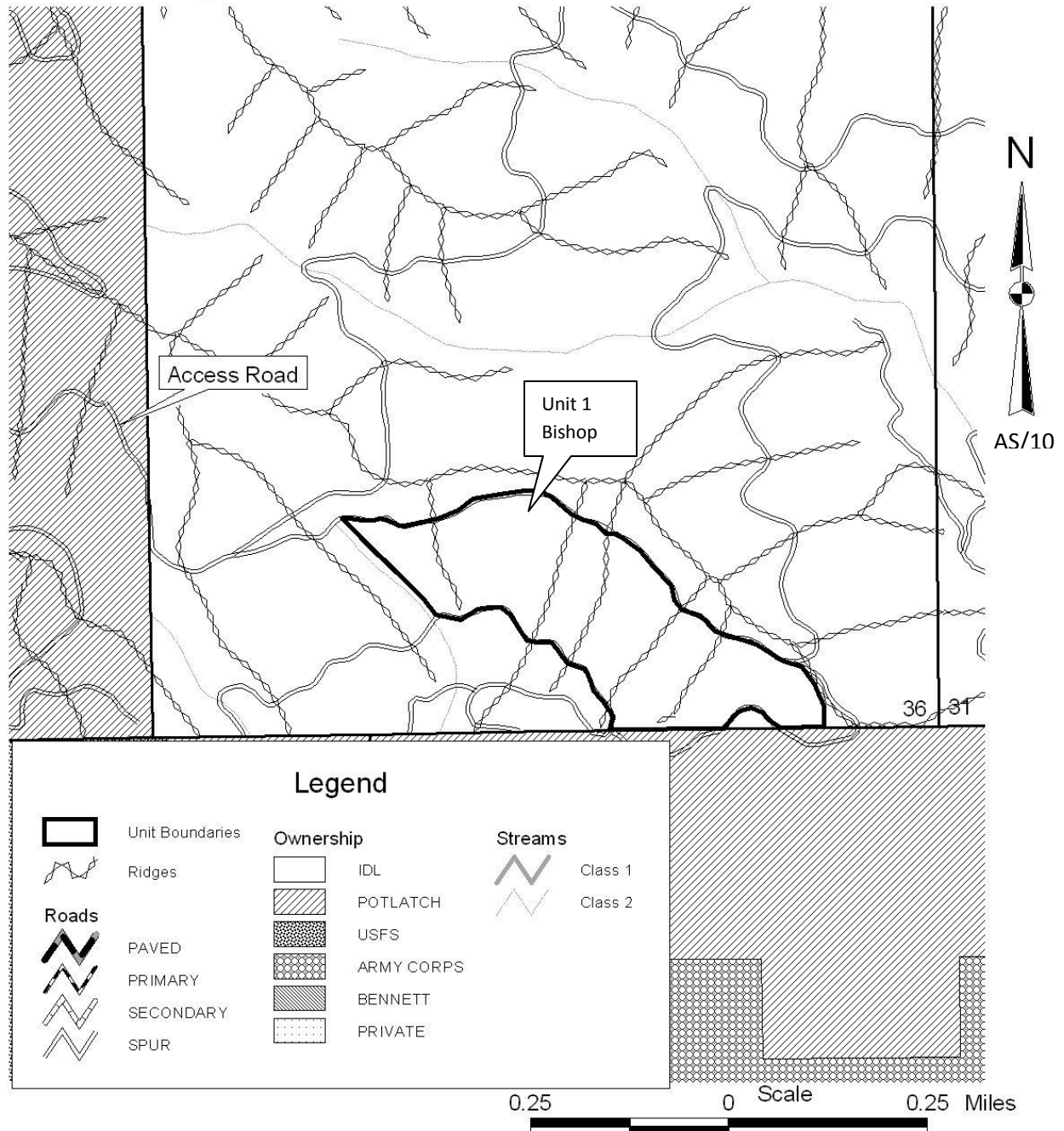
Contract # 10-218-410154

FM # 41-154-170-10

Unit 1 – Bishop

Project Map 1 of 2

Township 39N Range 3E



Ponderosa Bud Capping 2010

Contract # 10-218-410154

FM # 41-154-170-10

Unit 2 – Lower Bishop

Project Map 2 of 2

